

07-26-2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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102966262

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ING Capital LLC, as Resigning Agent

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 15, 2005

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Assignment of Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Black Diamond Commercial Finance LLC, as Agent

Internal

Address: _____

Street Address: 100 Field Drive

City: Lake Forest

State: Illinois

Country: USA Zip: 60045

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Limited Liability Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/876-7629

Fax Number: 312/993-9767

Email Address: elizabeth.burns@lw.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elizabeth Burns
Signature

July 20, 2005

Date

Elizabeth J. Burns

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003128 FRAME: 0621

07/26/2005 GT01:1
01 FC:8521
02 FC:8522
03 FC:8524
120.00 DP
150.00 DP
40.00 DP
00000238 2458473

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR AMERICAN REMANUFACTURERS, INC.

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	ARI Name	2,458,473	June 5, 2001
USA	ARI Logo	2,458,472	June 5, 2001
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	CCQ Technology	78/279,157	July 25, 2003
USA	CCQ	78/283,004	August 4, 2003

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR CAR COMPONENT TECHNOLOGIES, INC.

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	CCT Name	2,320,337	February 22, 2000
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None.			

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR AUTOMOTIVE CALIPER EXCHANGE INCORPORATED

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	RoadProven	2,585,579	June 25, 2002
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR ATSCO PRODUCTS

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.			
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	ATSCO	78/583,724	March 9, 2005

RESIGNATION OF AGENT
AND
APPOINTMENT OF SUCCESSOR AGENT

WHEREAS, ARI HOLDINGS, INC., a Delaware corporation (the "Borrower"), ING CAPITAL LLC ("ING"), in its capacity as Agent (in such capacity, "Agent"), the other Persons party thereto as Credit Parties and other Persons party thereto as Lenders have entered into that certain Credit Agreement (First Lien) dated as of March 22, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Credit Agreement);

WHEREAS, ING desires to resign as Agent, and the Requisite Lenders desire to appoint Black Diamond Commercial Finance, LLC ("Black Diamond") as successor Agent pursuant to Section 9.7 of the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions, and covenants herein contained, the parties hereto agree as follows:

1. RESIGNATION OF ING AS AGENT

Pursuant to Section 9.7 of the Credit Agreement, ING hereby resigns as Agent effective June 15, 2005, and hereby gives notice to the Lenders and the Borrower of its resignation as Agent. The Requisite Lenders and the Borrower hereby waive the requirement set forth in Section 9.7 of the Credit Agreement that the foregoing notice be given thirty (30) days prior to the effectiveness of such resignation.

2. APPOINTMENT OF SUCCESSOR AGENT

Pursuant to Section 9.7 of the Credit Agreement, the Requisite Lenders hereby appoint Black Diamond as successor Agent under the Credit Agreement, and Black Diamond hereby accepts such appoint as successor Agent. The Borrower hereby approves the foregoing appointment of Black Diamond as successor Agent under the Credit Agreement.

3. RESIGNING AGENT AND SUCCESSOR AGENT

Black Diamond, as successor Agent under the Credit Agreement, shall succeed to and become vested with all the rights, powers, privileges and duties of the resigning Agent hereunder. ING, as resigning Agent hereunder, shall be discharged from its duties and obligations under the Credit Agreement and the other Loan Documents, except that any indemnity rights or other rights in favor of ING as Agent shall continue. The provisions of Section 9 of the Credit Agreement shall continue to inure to the benefit of ING, as Agent, as to any actions taken or omitted to be taken by it while it was Agent under the Credit Agreement and the other Loan Documents. Each of the parties hereto agree (i) to execute (at the Borrower's reasonable expense) all documents Black Diamond reasonably believes are necessary or desirable to evidence its appointment as the successor Agent or to properly transfer, assign or convey the Collateral and maintain its first priority perfected security interest in the Collateral

(the "Transfer Documents") and (ii) that Black Diamond shall have no liability for any actions taken or omitted to be taken by ING.

4. ASSIGNMENT OF LIENS; COLLATERAL AGENT

(a) ING, as the Agent, hereby assigns all Liens and security interests under the Credit Agreement and the other Loan Documents to Black Diamond, as the Agent, including, without limitation, all Liens with respect to intellectual property filed with the United States Patent and Trademark Office and the United States Copyright Office. Notwithstanding anything to the contrary, all of such Liens and security interests shall in all respects be continuing and in effect and are hereby reaffirmed.

(b) Without limiting the generality of the foregoing and notwithstanding anything herein to the contrary, ING hereby agrees, to the extent that any Lien is not effectively assigned to Black Diamond as of the date hereof, to act, at the reasonable cost and expense of the Borrower, as the collateral agent for Black Diamond, as agent with respect to all Liens and security interests under the Credit Agreement and the other Loan Documents for the period beginning on the Effective Date (as hereinafter defined) and ending forty-five (45) days thereafter or such earlier date as Black Diamond may request (it being understood and agreed that any reference to ING on any publicly filed document, to the extent such filing relates to the Liens assigned hereby and until such filing is modified to reflect the interests of Black Diamond, shall, with respect to such Liens, constitute a reference to ING as collateral agent of Black Diamond). The parties hereto agree that ING's role as collateral agent shall impose no duties, obligations or liabilities on ING.

5. REPRESENTATIONS AND WARRANTIES

Each party hereto represents and warrants to each other party hereto that it is legally authorized to enter into this Agreement.

6. PAYMENTS

From and after the Effective Date, the Borrower shall make all payments (including but not limited to payments of principal, interest and fees due under the Credit Agreement or otherwise, but excluding any payments made under any applicable indemnification provision in favor of ING and any payments to ING), to Black Diamond, as the Agent.

7. NO IMPAIRMENT OF RIGHTS OF ING AS L/C ISSUER

Nothing herein shall be construed as a resignation or termination of ING as L/C Issuer in respect of an irrevocable standby Letter of Credit No. G76422 in the amount of \$2,200,902.90, issued for the account of the Borrower on March 22, 2005 for the benefit of General Electric Capital Corporation (the "ING Letter of Credit"), and all obligations of the Borrower and the Revolving Lenders to ING, as L/C Issuer, shall continue and remain under the Credit Agreement in full force and effect with respect to the ING Letter of Credit.

8. EFFECTIVENESS

This Agreement shall not be effective unless and until the date (the "Effective Date") when each of the following conditions shall have been satisfied:

(a) The Agent, the Borrower and the Requisite Lenders shall have delivered to Black Diamond executed counterparts of this Agreement; and

(b) Each of the Credit Parties (other than the Borrower) shall have delivered to Black Diamond an executed counterpart of the Acknowledgment in the form of Exhibit A hereto.

9. FURTHER ASSURANCES

Without limiting its obligations in any way under any of the Loan Documents, the Borrower hereby agrees to deliver such agreements, documents or instruments as Black Diamond deems reasonably necessary to assure the perfection of the Agent's first priority perfected security interest in the Collateral, including the delivery of such documents, agreements, certificates and third party notices as Black Diamond may reasonably request.

10. FEES AND EXPENSES

The Borrower agrees to reimburse ING and Black Diamond on demand for all reasonable out-of-pocket fees, costs and expenses including the reasonable fees, costs and expenses of counsel or other advisors) incurred in connection with the negotiation, preparation, execution and recordation of this agreement and all Transfer Documents.

11. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. APPLICABLE LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

13. COUNTERPARTS


This agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument

[signature pages follow]

IN WITNESS WHEREOF, this agreement has been duly executed as of the date first written above.

BORROWER:

ARI HOLDINGS, INC.

By: 
Name: Ronald A. Seery
Title: Secretary

ING CAPITAL LLC, as resigning Agent

By: Marilyn Densel Fulton
Name: Marilyn Densel Fulton
Title: Director

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Received Jun-14-2005 08:51am
1-994 P.002/003 F-294

From-
90161919106+

To-FULTON

Page 002
Jun-14-2005 01:06pm From-FULTON

**BLACK DIAMOND COMMERCIAL
FINANCE, LLC, as successor Agent**

By:  _____

Name: _____

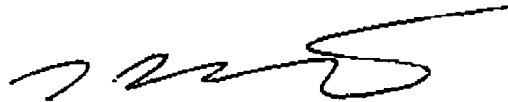
Title: **Dalia Al-Othman, Esq.**
Managing Director

KC CLO I LIMITED, as a Lender

By: 
Name: Irina Borisova
Title: Assistant Vice President

Commitments:

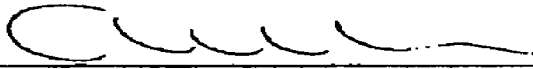
Term Loan Commitment: \$10,000,000.00



Lincoln Burkitt
Vice President
OTC Cashmere Support

BLACK DIAMOND CLO 2000-1 LTD,
as a Lender

By: _____



Name: Alan Corkish
Title: Director

Commitments:

Term Loan Commitment: \$10,000,000.00

HALCYON STRUCTURED
OPPORTUNITIES FUND, L.P., as a Lender

By: 

Name:

Title:

James W. Sykes

Managing Principal

Commitments:

Term Loan Commitment:

\$6,000,000.00

By: _____
Name:
Title:

Commitments:

Revolving Loan Commitment	\$10,000,000.00
Term Loan Commitment:	\$5,000,000.00

SRS Strategies (Cayman) LP
By: Stanfield Capital Partners LLC
as it's Investment Manager

as a Lender

By: _____

Name:

Title:


Christopher E. Jansen
Managing Partner

Commitments:

Term Loan Commitment: \$4,350,000.00

GLADSTONE BUSINESS LOAN LLC,
as a Lender

By: _____
Name:
Title:

Commitments:

Term Loan Commitment: **\$4,000,000.00**

HFR DS Strategic Opportunity Master Trust
By: Stanfield Capital Partners LLC
as its Manager
, as a Lender

By: 

Name:

Title:

Christopher E. Jansen
Managing Partner

Commitments:

Term Loan Commitment: \$650,000.00

EXHIBIT AAcknowledgment of Resignation of Agent and Appointment of Successor Agent

The undersigned (i) acknowledges receipt of a copy of the Resignation of Agent and Appointment of Successor Agent dated as of June 15, 2005 (the "Agreement;" capitalized terms used herein shall, unless otherwise defined herein, have the meanings provided in the Agreement), by and among The Borrower, ING, the Lenders party thereto, and Black Diamond and (ii) consents to such Agreement and each of the transactions referenced in the Agreement.

AMERICAN REMANUFACTURERS, INC.

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Secretary

NEW DRIVELINE, INC.

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Secretary

AMERICAN DRIVELINE, INC.

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Secretary

OHIO CALIPER, INC.

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Secretary

AUTOMOTIVE CALIPER EXCHANGE
INCORPORATED

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Secretary

KLICKITAT, INC.

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Secretary

ATSCO PRODUCTS, INC.

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Secretary

NEW ABS FRICTION, INC.

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Secretary

CAR COMPONENT TECHNOLOGIES, INC.

By: Ronald A. Searcy
Name: Ronald A. Searcy
Title: Assistant Secretary

SCHEDULE I

TRADEMARK SECURITY AGREEMENT FOR AMERICAN REMANUFACTURERS, INC.

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	ARI Name	2,458,473	June 5, 2001
USA	ARI Logo	2,458,472	June 5, 2001
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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SCHEDULE I

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FOR CAR COMPONENT TECHNOLOGIES, INC.

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<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None.			

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR AUTOMOTIVE CALIPER EXCHANGE INCORPORATED

Item A. Trademarks

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<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	RoadProven	2,585,579	June 25, 2002
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>

SCHEDULE I

TRADEMARK SECURITY AGREEMENT
FOR ATSCO PRODUCTS

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.			
<u>Pending Trademark Applications</u>			
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	ATSCO	78/583,724	March 9, 2005

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